

Policy

Rental Agreement Management

Policy Statement

Beyond Housing will manage rental agreements to meet the needs of renters and the organisation by using fair, legal and flexible rental management processes. This procedure will cover:

- Inspections
- Priority transfers
- Rent affordability and availability.
- Assignment (of a rental agreement from one renter to another)
- Neighbourhood complaints and disputes
- Ending rental agreements

Policy Application

This policy applies to all Beyond Housing employees and includes all permanent and casual staff, volunteers, work experience students, management, and the Chief Executive Officer (CEO). For the purposes of this document, all parties will be referred to throughout this policy as workplace participants. This policy is applicable to all long-term rental properties owned by Beyond Housing.

Responsibility & Authority

- The Board of Beyond Housing has responsibility for ensuring compliance with legal and regulatory requirements at a Governance level.
- This policy is operational and therefore the Chief Executive Officer (CEO) is responsible for ensuring:
 - Appropriate and effective policies and systems are in place to operationalise legal and regulatory requirements and therefore implement this policy in accordance with that responsibility.
 - All managers and workplace participants are aware of this policy.
 - Support for workplace participants to undertake their responsibilities under this policy is provided.
- The CEO may delegate specific responsibility to managers or workplace participants to ensure that the objectives relating to this policy are met.
- Managers and Team Leaders are responsible for informing workplace participants about their responsibilities under this policy.
- All workplace participants are responsible to familiarise themselves with this policy and comply with its requirements.

Policy Detail

Beyond Housing will:

- Provide renters with clear information about their rights and responsibilities under the rental agreement, how rent is calculated and reviewed, property features, reporting maintenance, providing feedback and complaints, accessing support and other matters relating to their rental agreement.
- Manage all renters needs fairly, transparently, responsively, and flexibly.
- When issues arise during a rental agreement, we will ensure that renters are given an opportunity to put their point of view forward before any action is taken.
- Make decisions in an open and transparent manner that can be reviewed or appealed in accordance with Beyond Housing's Compliments and Complaints Policy
- Comply with its contractual, legal, and regulatory obligations relating to rental management.

- Comply with the *Charter of Human Rights and Responsibilities Act 2006* (Vic) (the **Charter**) through following processes that consider a renter's human rights as outlined in the Charter.

Inspections

Beyond Housing will:

- Undertake all inspections in accordance with the *Residential Tenancies Act 1997* (Vic) (the **RTA**).
- Give renters prior written notice before an inspection, ensuring that the notice states the reason for entry.
- The amount of prior written notice given to a renter must be in accordance with the RTA. For example:
 - For a routine inspection of premises (which can only occur once every 6 months) at least 7 days' prior notice is required.
 - If it is believed that the renter has breached their obligations under the RTA or their rental agreement then at least 24 hours' prior notice is required.
- Either send the notice of inspection by Registered Post or deliver in person to the renter between 8am and 6pm. Notice can be sent by email if the renter has provided prior consent to receive notices electronically.
- Only enter the property between 8am and 6pm on any business day.
- If the renters are to be found in breach of their rental agreement, notices will be issued in accordance with the RTA.

Renters:

- Are required under the RTA to report all damage to the rented premises to Beyond Housing and must also report any other relevant property or rental issues to Beyond Housing.
- May be present at the inspection date and time agreed but are not required to be present. Property Managers will enter the property with a duplicate key to undertake the inspection if the renter is not home.
- Permit Beyond Housing staff exercising a right of entry in accordance with Section 86 of the RTA. If access is not permitted, Beyond Housing will issue a breach of duty notice under Section 89 of the RTA.

All inspections will be completed by Property Managers to:

- Ensure properties are being maintained to the standard outlined in the rental agreement and the RTA.
- Determine whether any urgent or routine repairs are required.
- Determine cyclical and program maintenance due on the property.
- Assess whether damage has been caused by a renter and if so, assess whether this damage was intentional or accidental.

Priority transfers

Beyond Housing will work within the framework of the Victorian Housing Register (VHR), Priority Transfers Operational Guidelines, click [here](#) to access further information regarding VHR priority transfers and eligibility.

For a social housing renter to be considered eligible for a priority transfer, one or more of the following circumstances must apply:

- Safety issues
- Clearly uninhabitable housing
- Family re-unification
- Stock utilisation
- Move out of a property and move back for redevelopments.

To be eligible for a priority transfer, social housing renters must meet:

- Social Housing income and asset eligibility. Refer to Eligibility and Allocations Policy
- Meet the criteria for one of the priority transfer reasons noted above

Renters are encouraged to contact their Property Manager regarding eligibility for a priority transfer. All renters wishing to apply for a priority transfer, will be referred to an advocate for advice and assistance, such as the Tenancy Plus program.

Rent affordability and availability (affordable housing only)

Beyond Housing is a Registered Housing Agency which provides affordable community housing for eligible people on low incomes. For community housing rents must be set which are affordable for renters, while maintaining the financial viability of the program.

Beyond Housing must provide deliver community housing services at affordable rents to low-income renters and ensure household size is appropriately matched to the size of the property.

Consistent with the affordable rent parameters determined from time to time by the Director of Housing, Beyond Housing uses an income based approach, and rent payable will be below 75% of the market rent for the property (See the Performance Standards for Registered Housing Agencies – click [here](#).)

In addition, for lower income households (thresholds as specified by the Department of Families, Fairness and Housing), the 'net rent' charged at the commencement of a rental agreement must be no more than 30 per cent of gross household income. 'Net rent' means the rent charged to renters minus Commonwealth Rent Assistance. The relevant income thresholds as at the date of this policy are specified [here](#) by the Department of Families, Fairness and Housing page.

Relevant thresholds should be confirmed prior to any relevant rental commencement.

If rent at a property subsequently becomes unaffordable due to change in household circumstances, for example, a household member leaves (increasing rent payable for the remaining renter), Beyond Housing will balance the financial viability of the organisation against the potential impact of the renter remaining in the property.

Beyond Housing will provide the renter with the following options:

- A temporary reduction in rent for up to a maximum of four (4) weeks, to provide the Renter with an opportunity to find another co-renter. This reduced rent payable will be set at 25-30% of the household income, plus commonwealth rent assistance, and below 75% of the market rent for the property.
- Assist the renter to find a more affordable housing option and/or appropriately sized property.

Renters will be referred to an advocate, to provide independent advice, and to promote and protect the rights of the renter.

Beyond Housing must also consider the potential impact the proposed action we are undertaking, may have on the renter/s, and the renter/s household, rights under the Charter. This will include consideration of whether severe hardship will be caused and any impacts on health, the wellbeing of children, connection to family and connection to community and culture.

As above, if the Renter decides to remain in the property, then, consistent with the affordable rent parameters determined from time to time by the Director of Housing, rent payable will be below 75% of the market rent for that property.

Assignment

Assignment (also known as succession) occurs when the rights and responsibilities under a rental agreement are transferred from the existing renter/s to another household member (or another person altogether).

Applications for assignment may be made when an existing renter intends to vacate the property or passes away and other household members wish to remain living in the property,

The existing renters are those whose names are on the relevant rental agreement and who hold rental rights and responsibilities in line with that agreement with Beyond Housing under the RTA.

A household member is any other person who has been living in the property.

If a household member wishes to seek permission for assignment, they should apply to Beyond Housing as soon as possible. For example, if an existing renter is vacating, they should apply as soon as they are aware that the existing renter/s are intending to vacate.

Any household member, seeking permission for assignment, will be referred to an advocate for independent advice.

Beyond Housing provides secure housing to people who are homeless or at risk of homelessness in line with our mission, vision, and values. The individual circumstances of anyone applying for assignment under this policy will be considered, and in accordance with the RTA consent to assignment will not be unreasonably withheld. However, Beyond Housing's considerations will include the need to ensure housing is made available in a fair and transparent manner to those in need of housing and registered on the Victorian Housing Register (VHR), as well as the need to comply with sector performance standards and demonstrate capacity to manage a viable social housing business.

An application for assignment made in line with this policy, will be assessed with reference to the following factors:

- Eligibility – the applicant will need to meet the [VHR eligibility criteria](#), to be considered for assignment.
- Any negative impacts on the applicant and their family of not approving the request will be considered e.g., whether severe hardship will be caused and any impacts on health, wellbeing of children, connection to family and connection to community and culture.
- The connection of the applicant and their family to the property will be considered, including the length of time the applicant and their family have been living in the property.
- Follows housing size guidelines to ensure properties are well utilised and the number of people occupying the properties is appropriate for the property size. Some properties may also have a minimum rent required to support the financial viability of the housing program.

Neighbourhood complaints and disputes

Beyond Housing will:

- Investigate neighbourhood complaints and disputes.
- Respond quickly to neighbourhood disputes.
- Provide clear information to renters regarding their rights and responsibilities about neighbours.
- Provide clear information to neighbours regarding the RTA and related processes.
- Refer the renter to an advocate to provide independent advice to promote and protect the rights of the renter.
- Complete a human rights impact assessment before issuing a rental breach notice. The breach notice will detail the type of breach and how the renter must remedy the breach.
- Ensure that every available opportunity is provided to the renters to remedy the breach made against them during the breach process. Refer to Process – Breach of Duty nuisance and interference with peace, quiet enjoyment of neighbours.
- Renters must remedy breaches within the required timeframes, if not VCAT action will be taken which may result in the rental agreement ending.

Ending Rental Agreements

Beyond Housing will:

- Only seek to end rental agreements after all other avenues of renter engagement have been exhausted.
- Ensure that a human rights impact assessment is completed prior to all rental actions that may lead to eviction. For example, prior to breach notices, notice to vacates, applications to VCAT for compliance orders/order for possession and an application for a warrant.
- Involve advocates (including support service workers) in any decision regarding steps to end a rental agreement.

- End rental agreements in line with the RTA, all other legislative requirements, and the Charter, and in a way that minimises the impact on all parties.
- The final decision for executing a warrant will be made by the Chief Executive Officer.

Human Rights Considerations

In making decisions, Beyond Housing must give consideration to the relevant human rights in accordance with the Charter (see section 38(1)).

This consideration should include the potential impact the proposed action we are undertaking may have on the renters and their household member's rights under the Charter.

Rights under the Charter relevant to tenancies include:

- Section 8 – Right to recognition and equality before the law. Renters should not be discriminated against, for example, by being denied quiet enjoyment of their rented premises because of particular attributes (e.g., age, disability, race, sex).
- Section 13 – Privacy and reputation. A renter's privacy, family, and home should not be unlawfully or arbitrarily interfered with.
- Section 17 – Protection of families and children. This right provides that families are the fundamental group unit of society and are entitled to be protected by society and the State. This will be relevant, for example, when considering ending tenancies.
- Section 19 – Cultural rights. Renters with a particular cultural, religious, racial, or linguistic background must not be denied the right, in community with other persons of that background, to enjoy their culture, to declare and practise their religion and to their language. Renters who are Aboriginal persons hold distinct cultural rights and must not be denied the right, with other members of their community, to enjoy their identity and culture, to maintain and use their language, to maintain their kinship ties, and to maintain their distinctive spiritual, material, and economic relationship with the land and waters and other resources with which they have a connection under traditional laws and customs.


Definitions

Not applicable	
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Related

Document Reference	Document Type
Charter of Human Rights and Responsibilities Act 2006 (Vic)	Legislation
Child Wellbeing and Safety Act 2005 (Vic)	Legislation
Children, Youth and Families Act 2005 (Vic)	Legislation
Housing Act 1983 (Vic)	Legislation
Residential Tenancies Act 1997 (Vic)	Legislation
Victorian Civil and Administrative Tribunal Act 1998 (Vic)	Legislation
Contractors	Policy
Feedback – Compliments & Complaints	Policy
Eligibility & Allocation	Policy
Maintenance & Repairs	Policy
Outreach and Home Visits	Policy

Privacy & Confidentiality	Policy
Rent	Policy
Rights and Responsibility	Policy
Rental Agreement Management	Policy
Stakeholder Participation	Policy
Sustaining Tenancies	Policy
Transitional Housing Management	Policy
Victorian Housing Register (VHR)	Other
Housing Registrar	Other
Residential Tenancies Regulations 2021 (Vic)	Other
Residential Tenancies (Rooming House Standards) Regulations 2012 (Vic)	Other

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